

**REVOCATION  
AND  
GENERAL POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is an empowered representative of the Assignee and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, **Customer No. 20,995**, as attorneys and agents to represent the Assignee before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned to the Assignee according to the USPTO assignment records or assignment documents supplied with an accompanying Statement Under 37 CFR § 3.73(b). This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 CFR § 3.71.

Submission of this paper in connection with any matter of the below named assignee, together with a statement under 37 CFR 3.73(b), shall serve to revoke any previous powers of attorney in that matter.

A Statement Under 37 CFR § 3.73(b), signed by a registrant of Knobbe, Martens, Olson & Bear, LLP, is attached setting forth a full chain of title for the subject application owned by the Assignee named below.

Please recognize or change the correspondence address for the application identified in the attached Statement to **Customer No. 20,995**.

By: \_\_\_\_\_

Date: August 28<sup>th</sup> 06

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee: MitoS, Incorporated  
3 San Joaquin Plaza, Newport Beach,  
Address: California 92660

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ASSIGNMENT

WHEREAS, Mitos Pharmaceuticals, Inc., a Delaware corporation having offices at 3 San Joaquin Plaza, Newport Beach, CA, 92660 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following applications for Letters Patents in the United States and foreign jurisdictions (hereinafter "the Patent Applications"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
10/675,225	September 29, 2003	NITROXIDE RADIOPROTECTOR FORMULATIONS AND METHODS OF USE
PCT/US2003/030781	September 29, 2003	NITROXIDE RADIOPROTECTOR FORMULATIONS AND METHODS OF USE
AU2003277075	September 29, 2003	NITROXIDE RADIOPROTECTOR FORMULATIONS AND METHODS OF USE
CA2501981	September 29, 2003	NITROXIDE RADIOPROTECTOR FORMULATIONS AND METHODS OF USE
EP 03 799 325.0	September 29, 2003	NITROXIDE RADIOPROTECTOR FORMULATIONS AND METHODS OF USE
JP2004-541884	September 29, 2003	NITROXIDE RADIOPROTECTOR FORMULATIONS AND METHODS OF USE
PCT/US2004/01619	May 21, 2004	METHODS OF USING NITROXIDES IN CONJUNCTION WITH PHOTSENSITIZERS AND SONOSENSITIZERS
PCT/US2004/01264	April 22, 2004	PROPHYLACTIC PRETREATMENT WITH ANTIOXIDANTS
60/649,288	February 2, 2005	NITROXIDES FOR USE IN TREATING OR PREVENTING AMYLOID-RELATED DISEASES
60/649,230	February 2, 2005	NITROXIDES FOR USE IN TREATING OR PREVENTING NEOPLASTIC DISEASE
60/649,252	February 2, 2005	NITROXIDES FOR USE IN TREATING OR PREVENTING IMMUNOLOGICAL DISEASES
60/649,254	February 2, 2005	NITROXIDES FOR USE IN TREATING OR PREVENTING CARDIOVASCULAR DISEASE
60/649,194	February 2, 2005	NITROXIDES FOR USE IN TREATING OR PREVENTING DIABETES

WHEREAS, Mitos, Incorporated, a Delaware corporation having offices at 3 San Joaquin Plaza, Newport Beach, CA, 92660 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Applications;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19 day of September, 2005.

MITOS PHARMACEUTICALS, INC.

By: [Signature]

Name Printed: Louis Habash

Title: President

Date: Sept. 19, 2005

STATE OF CA }  
COUNTY OF Orange } ss.

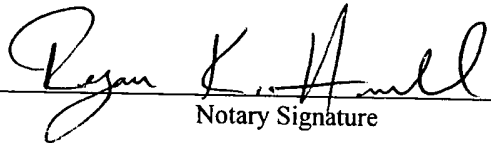
On Sept. 19, 2005, before me, Regan K. Harold, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



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Notary Signature